SAUSALITO MINI-STORAGE
412 Coloma Street Sausalito, California 94965
(415) 332-6520

RENTAL AGREEMENT FOR SPACE Y21C / Y24C

THIS RENTAL AGREEMENT is made and entered into this 27 day of December, 19 85, between SAUSALITO MINI STORAGE, hereinafter referred to as "RENTOR" and ~~CLIFF~~ THE ~~FIGALLO~~ POINT FOUNDATION hereinafter referred to as "RENTER," under terms and conditions as follows:

IT IS AGREED:

TERM: The term of this agreement shall begin on JAN, 19 85, and shall continue on a month-to-month basis.

RENT: Rent shall be $ 300.00 per month, payable in advance of the first day of each and every calendar month, to RENTOR, or RENTOR'S designated agent. In the event that rent is not paid within ten days after the due day, or in the event of a dishonored bank check from RENTER to RENTOR, RENTER agrees to pay 15% of the rental amount as liquidated damages for said late payment, or $10.00 for dishonored bank checks as additional rental.

First month's rent or pro-rated portion hereof: 300.00

Security deposit: 250.00

Total due upon occupancy: 550.00

In witness whereof, the parties hereto have executed the Rental Agreement the day and year first above written.

RENTER:

Name: THE POINT FOUNDATION

Address: 27 CHIEF FIVE ROAD

City/State/Zip: SAUSALITO, CA 94965

Work Phone: 332-4335

Home Phone: 86K-2070

Driver's License No.: C4724-3795

CLIFF FIGALLO

RENTOR:

SAUSALITO MINI STORAGE

By Nancy Jones

You will not be billed monthly. Please send or deliver your check on the first of each month directly to:

SAUSALITO MINI-STORAGE
412 Coloma Street, Sausalito, CA 94965
(415) 332-6520

PERSON TO NOTIFY IN CASE OF EMERGENCY: THE OFFICE

Please provide the name and address of another person to whom a preliminary lien notice and all subsequent notices required to be given under Chapter 10 of Division 8 of the California Business and Professions Code (Section 21700 through 21716):

BOX 176 BOLINAS 94924
Name Address

RENTER UNDERSTANDS THAT ALL STORAGE IS AT RENTER'S OWN RISK: THAT RENTER HAS WAIVED ALL RIGHTS AGAINST OWNER FOR DAMAGE TO PROPERTY STORED IN THE CONTAINER: AND THAT RENTER WILL OBTAIN HIS/HER OWN INSURANCE AGAINST LOSS FROM ANY CAUSE OR WILL BE SELF INSURED.

PLEASE READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Signature

CONDITIONS

DEPOSITS: RENTER shall pay in advance a security, cleaning and damage deposit shown above to be held by RENTOR for the faithful performance of the terms of the AGREEMENT, and for cleaning and repair of the container after surrendered by RENTER. Deposit shall be refunded to RENTER within two (2) weeks after RENTER vacates the container, less all charges for cleaning, repairing and replacement of missing items, or any other amounts due under this AGREEMENT when necessary to compensate RENTOR for loss or damage caused by the breach of RENTER, including any amounts necessary to compensate RENTOR for delinquent rent owed by RENTER, or for RENTER'S failure to give a fourteen (14) day notice of termination as agreed. At the termination of tenancy, it shall be RENTER'S responsibility to return the container in the same condition as it was in when rented, reasonable wear and tear excepted.

USE: The container is to be used only for storage of personal property, owned by RENTER and containers are not to be used for operation of any business or for human or animal occupany, or any other use whatever. It is specifically understood and agreed that RENTOR need not be concerned with the quantity or value of personal property stored by RENTER In the container. In compliance with the law, the storage of welding, explosive, flammable or other inherently dangerous material is prohibited. RENTER shall not store in the container any items which are in violation of any order or requirement imposed by a Board of Health, Sanitation Department, Police Department, or other governmental agency. RENTER agrees to abide by all rules and policies that are posted and are now in effect or may be put into effect from time to time by RENTOR.

CONDITION AND ALTERATION OF THE CONTAINER: RENTER has examined the container and hereby accepts it as being in good order, condition and repair. RENTER agrees to keep the container in good order and condition and to pay the RENTOR promptly for any repairs which RENTOR must make to the container for damage caused by RENTER'S misuse or negligence or the misuse or negligence of RENTER'S invitees, licensees, agents or guests. RENTER shall make no alteration or improvements of the container without the prior written consent of the RENTOR and should RENTER make any alteration or improvement to the container the same shall become and remain part of the real property and RENTER shall have no right to remove the same. RENTER shall return the container to RENTOR in as good condition as it was in on the date RENTER took possession of it and broom clean, with reasonable wear and tear excepted. RENTER is specifically forbidden to install any extra wiring or heaters in the container and is not to operate any electric tools without the specific consent of RENTOR.

INSPECTION: RENTER agrees that RENTOR or its agents may at any reasonable time enter the container to inspect it or make repairs.

RELEASE OF LANDLORD'S LIABILITY AND INDEMNIFICATION: As further consideration for the use and occupancy of the container, RENTER for himself, his agents, executors, administrators, and assigns does hereby agree that RENTOR, his agents, employees and assigns shall not be liable to RENTER or his agents, executors, administrators, assigns, guests, invitees for any loss or damage, injury, death caused to them or their property, as a result of the use and occupany of the space and container. It is further agreed that any stored property is placed in the space at RENTER'S sole risk, and RENTOR and RENTOR'S agents shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever. It is agreed by RENTER that this release of RENTOR'S liability is a bargained for condition of the rent set forth herein that RENTOR does not carry insurance to cover losses or damages to RENTER'S property from any cause whatsoever, and that were RENTOR not released from liability as set forth herein a much higher rent would have to be agreed upon. RENTER further acknowledges that insurance is available from independent insurance companies to protect the RENTER in the event of theft, damage or destruction of his stored goods and property. RENTOR and RENTOR'S agents shall not be liable to RENTER for any damage or loss to any person or any property stored in, on or about the container arising from any cause whatsoever, including but not limited to, theft, fire, water damage, mysterious disappearance, rodents, acts of God, earthquake, explosion or the active or passive acts, omissions, of RENTOR or agents. RENTER indemnifies RENTOR and agrees to hold RENTOR harmless from any loss, damage, claim, liability or expense arising from or resulting from injury to the property or any person and arising from the use of the container by RENTER or any licensee or invitee of RENTER, and such indemnification shall include costs of litigation and reasonable attorney's fees.

NO WARRANTIES: RENTOR hereby disclaims any implied or expressed warranties, guarantee or representations of the nature, condition, safety or security of the container and RENTER acknowledges that RENTER has inspected the container and agrees that RENTOR does not represent or guarantee the safety or security of the container or any property stored therein. RENTER shall keep the demised container locked at all times. In the event of default of payment, RENTOR may affix another lock on the container door until payments have been satisfied or the property sold according to civil law. RENTER shall provide at RENTER'S own expense a lock for the container.

TERMINATION AND NOTICE: In the event RENTOR desires possession of the container, or raises the rent on said container, RENTOR Must first give notice in writing to RENTER not less than thirty (30) days prior to the next due date of rental payment as specified herein. Rent is owed by RENTER to RENTOR during said thirty day period, whether or not RENTER delivers up possession before the end of said period. In the event RENTER fails to vacate the container by the next succeeding due date for rental payment, the RENTOR may exercise the remedies provided below in the paragraph concerning defaults. In the event RENTER shall for any reason desire to vacate the container, RENTER shall give notice in writing of said intent not less than fourteen days prior to the next succeeding due date for the said rental payment, in which RENTER shall vacate the container on or before said due date and be relieved of any further obligation to pay rent. In the event that RENTER does give notice and does not in fact vacate the container on or before the last day of the term, then the term shall be extended for an additional thirty day period.

INSURANCE: RENTER at RENTER'S own cost shall maintain insurance on RENTER'S own personal property with fire, theft, vandalism and malicious mischief coverage, and covering other related caused damage and to the extent RENTER does not maintain such insurance, RENTER shall be deemed to be "self-insured." If RENTER does so elect to be self-insured, RENTER shall bear the risk of loss or damage which would have been covered under any of the aforementioned coverages and RENTER releases RENTOR and RENTOR'S representatives and employees from any and all claims for damage or loss to the personal property of RENTER on the container which is or would be covered by available insurance.

DEFAULTS: Abandonment of the container by RENTER or the failure of RENTER to observe or perform any of the covenants, conditions or provisions of this agreement shall be at default. In the event of such default RENTOR may terminate RENTER'S right to possession of the container by any lawful means, or pursue any remedy available to RENTOR under the laws of the State of California. In the event of a failure by RENTER to pay the rental provided for herein for fourteen (14) consecutive days, RENTER'S property will be subject to a claim of lien and may even be sold to satisfy the lien, all as authorized by Chapter 10 of Division 8 (commencing with Section 21700) of California Business and Professions Code.

ASSIGNMENT AND SUB-LETTING: The container rented may not be assigned or sub-let by RENTER.

ATTORNEYS' FEES: In the event that RENTOR shall prevail in any legal action brought to enforce the terms hereof, RENTOR shall be entitled to all costs incurred in connection with said action, including reasonable attorneys' fees.

WAIVER: No failure of RENTOR to enforce any term hereof shall be deemed a waiver, nor shall acceptance of a partial payment of rent be deemed a waiver of RENTOR'S right to the full amount specified herein.

GENERAL PROVISIONS:

(a) Time is of the essence of this Agreement.

(b) No representations have been made to RENTER other than those contained in this Agreement, and RENTER has not relied on any statements other than those contained herein.

(c) This agreement constitutes the entire agreement between the parties and may be modified only by an instrument in writing.